

STATE OF INDIANA)
) SS:
COUNTY OF MADISON)

IN THE MADISON CIRCUIT COURT

CAUSE NO. 48C01-0402 PL 00158

IN RE: MEGAN CORNWELL,)
)
Respondent.)

AVC NO. 04-002

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Megan Cornwell, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual, residing at 1832 Fletcher Street, Anderson, Indiana, 46016, and transacts business with consumers via the Internet.
2. The terms of this Assurance apply to and are binding upon the Respondent, her employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Indiana Code § 24-5-0.5-1 *et seq.*

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4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Respondent know or should reasonably know that it is not.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that she is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when she knows or reasonably should know she cannot.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

8. The Respondent, in soliciting and/or contracting with consumers, agree to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*

9. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

10. The Respondent shall not represent that the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

11. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

12. The Office of the Attorney General shall file this Assurance with the Circuit Court of Madison County. The Court's approval of this Assurance shall not act as a bar to any private right of action.


DATED this 5th day of February 2004.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Attorney General of Indiana


MEGAN CORNWELL

By: 
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of Attorney General
302 W. Washington, 5th Floor
Indianapolis, Indiana 46204
Telephone: (317) 233-3300

APPROVED, this FEB 18 2004 day of _____, 2004.


Judge, Madison County Circuit Court